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Eugene "Gene" Moore
Cook County Recorder of Deeds
Date: 11/25/2009 12:01 PM Pg: 1 of 10

VILLAGE OF LINCOLNWOOD

ORDINANCE NO. 2009-2858

**AN ORDINANCE GRANTING VARIATIONS
FOR THE CONSTRUCTION OF A SECOND-FLOOR ADDITION**

(7231 North Keeler Avenue)

ADOPTED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF LINCOLNWOOD
THIS 5TH DAY OF NOVEMBER, 2009.

Published in pamphlet form
by the authority of the
President and Board of Trustees
of the Village of Lincolnwood,
Cook County, Illinois this
5th day of November, 2009


Village Clerk



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AN ORDINANCE GRANTING VARIATIONS FOR THE CONSTRUCTION OF A SECOND-FLOOR ADDITION

(7231 North Keeler Avenue)

WHEREAS, Murray and Jacqueline Bass (collectively, the "**Owner**") are the record title owners of that certain property located in the R-3 Residential District ("**R-3 District**"), commonly known as 7231 North Keeler Avenue, and legally described in **Exhibit A** attached to and, by this reference, made a part of this Ordinance ("**Property**"); and

WHEREAS, pursuant to Section 4.11 of "The Village of Lincolnwood Zoning Ordinance," as amended ("**Zoning Ordinance**"), the minimum side yard setback for the Property is seven feet six inches; and

WHEREAS, pursuant to Section 6.09(7) of the Zoning Ordinance, two-story single-family residential structures must either: (i) have a second story that is stepped back and located toward the center of the first floor; (ii) have a lower eave line for the second-story roof; or (iii) be designed so as not to intercept the front and side daylight planes as established at the required front and side setbacks; and

WHEREAS, the Property is improved with a single-family residential structure ("**Structure**"); and

WHEREAS, the Owner desires to construct a 353-square foot addition to the second floor of the existing Structure ("**Proposed Addition**"); and

WHEREAS, the Structure is located, and the Proposed Addition will be located, approximately 4.86 feet from the south side lot line, in violation of the minimum setback requirements set forth in Section 4.11 of the Zoning Ordinance; and

WHEREAS, the Proposed Addition intercepts the south side daylight plane, in violation of the daylight plane regulations set forth in Section 6.09(7)(c) of the Zoning Ordinance, and does not otherwise comply with the design standards set forth in Section 6.09(7) of the Zoning Ordinance; and

WHEREAS, in order to permit the construction of the Proposed Addition, the Owner has filed an application for: (i) a variation from the minimum side yard setback regulation set forth in Section 4.11 of the Zoning Ordinance; and (ii) a variation from the daylight plane regulations set forth in Section 6.09(7)(c) of the Zoning Ordinance (collectively, the "**Requested Variations**"); and

WHEREAS, a public hearing of the Plan Commission/Zoning Board of Appeals ("**PC/ZBA**") of the Village of Lincolnwood to consider approval of the Requested Variations was duly advertised in the *Lincolnwood Review* on September 17, 2009 and held on October 14, 2009; and

WHEREAS, on October 14, 2009, the PC/ZBA made findings and recommendations in support of all of the Requested Variations, subject to specified conditions; and

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WHEREAS, the Village President and Board of Trustees have determined that the Requested Variations meet the required standards for variations as set forth in Article V of the Zoning Ordinance; and

WHEREAS, the Village President and Board of Trustees have determined that it will serve and be in the best interests of the Village to grant the Requested Variations, subject to the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF LINCOLNWOOD, COOK COUNTY, ILLINOIS, as follows:

SECTION 1. RECITALS. The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2. APPROVAL OF REQUESTED VARIATIONS. In accordance with and pursuant to Article V of the Zoning Ordinance and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section Three of this Ordinance, the Village President and Board of Trustees shall, and do hereby, grant the following variations to permit the continued maintenance of the Structure on the Property and to permit the construction of the Proposed Addition:

- A. South Side Yard Setback. A variation from Section 4.11 of the Zoning Ordinance to decrease the minimum south side yard setback for the Property, from five feet to three feet three inches.
- B. Daylight Plane Design Standards. A variation from Section 6.09(7)(c) to permit the Proposed Addition to intercept the south side yard daylight plane as established at the required front and south side yard setback.

SECTION 3. CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Ordinance, the approvals granted pursuant to Section Two of this Ordinance shall be, and are hereby, expressly subject to, and contingent upon, the development, use, and maintenance of the Property in compliance with each and all of the following conditions:

- A. Compliance with Regulations. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Property shall comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.
- B. Compliance with Site Plan. Except for minor changes and site work approved by the Village Zoning Officer or the Village Engineer (for matters within their respective permitting authorities) in accordance with all applicable Village standards, the development, use, operation, and maintenance of the Property shall comply with that certain Site Plan and Building Elevations consisting of three sheets and prepared by Thomas Buckley Architect & Associates, dated August 27, 2009, a copy of which is attached to and, by this reference, made a part of this Ordinance as **Exhibit B ("Site Plan")**.

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- C. Limitation of Variations. The variations granted in Section Two of this Ordinance shall apply and be limited only to the Structure and to the Proposed Addition, both as depicted in the Site Plan. No future alterations or modifications may be made to the Structure causing it to be in further nonconformity with the requirements of the Zoning Ordinance without first obtaining Village approval in accordance with the applicable provisions of the Zoning Ordinance.
- D. Reimbursement of Village Costs. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner shall pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Payment of all such fees, costs, and expenses for which demand has been made shall be made by a certified or cashier's check. Further, the Owner shall pay upon demand all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 4. RECORDATION; BINDING EFFECT. A copy of this Ordinance shall be recorded with the Cook County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein shall inure solely to the benefit of, and be binding upon, the Owner and each of its heirs, representatives, successors, and assigns.

SECTION 5. FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, as applicable, the approvals granted in Section Two of this Ordinance shall, at the sole discretion of the Village President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the Village President and Board of Trustees may not so revoke the approvals granted in Section Two of this Ordinance unless they shall first provide the Owner with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Village President and Board of Trustees. In the event of revocation, the development and use of the Property shall be governed solely by the regulations of the R-3 District and the applicable provisions of the Zoning Ordinance, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Administrator and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstances.

SECTION 6. AMENDMENTS. Any amendments to the approvals granted in Section Two of this Ordinance that may be requested by the Owner after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Ordinance.

SECTION 7. SEVERABILITY. If any provision of this Ordinance or part thereof is held invalid by a court of competent jurisdiction, the remaining provisions of this Ordinance shall remain in full force and effect, and shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Ordinance to the greatest extent permitted by applicable law.

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SECTION 8. EFFECTIVE DATE.

- A. This Ordinance shall be effective only upon the occurrence of all of the following events:
1. Passage by the Village President and Board of Trustees in the manner required by law;
 2. Publication in pamphlet form in the manner required by law; and
 3. The filing by the Owner with the Village Clerk of an Unconditional Agreement and Consent, in the form of **Exhibit C** attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.
- B. In the event the Owner does not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 8.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the Village President and Board of Trustees shall have the right, in its sole discretion, to declare this Ordinance null and void and of no force or effect.

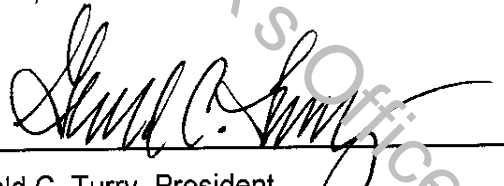
PASSED this 5th day of November, 2009

AYES: Trustees Froman, Patel, Heidtke, Sprogis-Marohn, Leftakes, Elster

NAYS: None

ABSTENTION: None

APPROVED by me this 5th day of November, 2009



Gerald C. Turry, President
Village of Lincolnwood, Cook County, Illinois

ATTESTED and FILED in my office the
5th day of November, 2009



Beryl Herman, Village Clerk
Village of Lincolnwood, Cook County, Illinois

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 29, 30 AND THE SOUTH 15 FEET OF LOT 31 IN BLOCK 4 IN ENGEL'S KENILWORTH AVENUE HIGHLANDS, A SUBDIVISION OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

Commonly known as: 7231 North Keeler Avenue, Lincolnwood, Illinois.

PIN: 10-27-428-040-0000

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EXHIBIT B

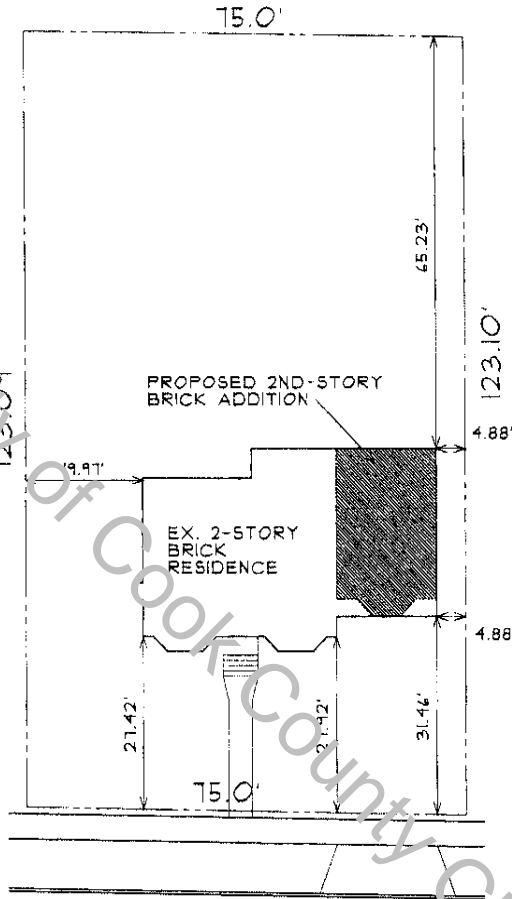
SITE PLAN

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KEELER AVENUE

SITE PLAN

SCALE 1" = 20'-0"



<p>PROPOSED 2nd FLOOR BRICK ROOM ADDITION</p>	<p>8-21-09 RELEASED FOR ZONING BOARD REVIEW</p>	<p>BASS RESIDENCE</p>
<p>THOMAS BUCKLEY ARCHITECT & ASSOCIATES 2400 HASSELL RD. SUITE 340 HOPKIN ESTATES, IL 60469 TEL. 847-310-9530 FAX 847-310-9539 WWW.THOMASBUCKLEYARCHITECT.COM</p>	<p>ARCHITECT'S CERTIFICATION I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED BY ME OR UNDER MY DIRECTION AND THAT TO THE BEST OF MY KNOWLEDGE THEY COMPLY WITH ALL APPLICABLE CODES AND ORDINANCES.</p> <p>CERT NO. 01-873 DATE _____ EXP. 1-30-10</p>	<p>1231 N. KEELER AVE. LINCOLNWOOD, IL</p> <p>2009-092 JF</p> <p>8-3-09</p>

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EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Lincolnwood, Illinois ("*Village*");

WHEREAS, Murray and Jacqueline Bass (collectively, the "*Owner*") are the record title owners of that certain property located in the R-3 Residential District, commonly known as 7231 North Keeler Avenue, in the Village ("*Property*"); and

WHEREAS, Ordinance No. 2009-2858, adopted by the Village President and Board of Trustees on November 5, 2009 ("*Ordinance*"), grants variations from "The Village of Lincolnwood Zoning Ordinance" to permit the construction of a second-floor addition to the structure on the Property; and

WHEREAS, Section Eight of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner shall have filed, within 30 days following the passage of the Ordinance, its unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance;

NOW, THEREFORE, the Owner does hereby agree and covenant as follows:

1. The Owner shall, and does hereby, unconditionally agree to, accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Owner acknowledges that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, has considered the possibility of the revocation provided for in the Ordinance, and agrees not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.
3. The Owner acknowledges and agrees that the Village is not and shall not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of variations for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and shall not, in any way, be deemed to insure the Owner against damage or injury of any kind and at any time.

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4. The Owner shall, and does hereby agree to, hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting the variations for the Property.

Dated: 11/4, 2009

MURRAY BASS

JACQUELINE BASS

Murray Bass

Jacqueline Bass

Property of Cook County Clerk's Office